

1 BILL NO. S-82-05-//

2 SPECIAL ORDINANCE NO. S-95-82

3
4 AN ORDINANCE approving a contract with
5 Charles Jensen for the purchase of 1220
6 Colerick Street, Fort Wayne, Indiana for
Urban Homesteading.

7 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF
8 FORT WAYNE, INDIANA:

9 SECTION 1. That the contract dated April 8, 1982,
10 between Housing and Neighborhood Development Services, Inc., and
11 Charles Jensen for:

12 the purchase of 1220 Colerick Street
13 Fort Wayne, Indiana

14 for a total cost of \$7,000.00, all as more particularly set forth
15 in said contract, and is by reference incorporated herein, and
16 further, said contract is on file in the Office of Neighborhood
17 Care, Inc., and two copies of the contract is on file in the
18 Clerk's Office and available for public inspection.

19 SECTION 2. That this Ordinance shall be in full force
20 and effect from and after its passage and approval by the Mayor.

21
22 
23 COUNCILMEMBER

24 APPROVED AS TO FORM AND
25 LEGALITY MAY 21, 1982

26 
27 BRUCE O. BOXBERGER, CITY ATTORNEY
28
29
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32

Read the first time in full and on motion by Gia Quinta, seconded by Shaw, and duly adopted, read the second time by title and referred to the Committee Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, 19____, at _____ o'clock ____M., E.S.T.

DATE: 5-25-82

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Read the third time in full and on motion by Gia Quinta, seconded by Shaw, and duly adopted, placed on its passage. PASSED (~~lost~~) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>8</u>	<u> </u>	<u> </u>	<u>1</u>	<u> </u>
<u>BRADBURY</u>	<u>X</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>BURNS</u>	<u>X</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>EISBART</u>	<u>X</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>GiaQUINTA</u>	<u>X</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>NUCKOLS</u>	<u> </u>	<u> </u>	<u> </u>	<u>X</u>	<u> </u>
<u>SCHMIDT</u>	<u>X</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>SCHOMBURG</u>	<u>X</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>STIER</u>	<u>X</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>TALARICO</u>	<u>X</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

DATE: 6-8-82

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL)

(APPROPRIATION) ORDINANCE (RESOLUTION) NO. 195-82
on the 8th day of June, 1982.

ATTEST:

(SEAL)

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Samuel J. Talarico
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 9th day of June, 1982, at the hour of 11:30 o'clock A. M., E.S.T.

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Approved and signed by me this 11th day of June, 1982, at the hour of 9 o'clock A. M., E.S.T.

Win Moses, Jr.
WIN MOSES, JR. - MAYOR

BILL NO. S-82-05-11

REPORT OF THE COMMITTEE ON FINANCE

WE, YOUR COMMITTEE ON Finance TO WHOM WAS REFERRED AN
ORDINANCE approving a contract with Charles Jensen for the purchase
of 1220 Colerick Street, Fort Wayne, Indiana for Urban Homesteading

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE DO PASS.

MARK E. GIAQUINTA - CHAIRMAN

PAUL M. BURNS - VICE CHAIRMAN

JAMES S. STIER

JOHN NUCKOLS

DONALD J. SCHMIDT

CONCURRED IN

DATE 1-4-82 CHARLES W. WESTERMAN, CITY CLERK

AGREEMENT TO PURCHASE REAL ESTATE

TO: Charles Jensen

OWNERS

DATE 4/8/82

The undersigned (hereinafter called "Buyer") offers to purchase, upon the terms and conditions set forth below, the real estate in Allen County, Indiana, whose legal description is:
W 30' of Lot 33 & 34 SCHWILFER'S

Such real estate is hereinafter called the "Real Estate". Its street address is 1220 Colerick

TERMS AND CONDITIONS

The terms and conditions of this Agreement are as follows:

- 1. Purchase Price and Terms.** The purchase price shall be \$ 7,000.00, to be paid in accordance with the terms of Paragraph A (Insert A, B, C or D):
A Cash. The entire Purchase price shall be paid in cash.
B Cash With New Mortgage. The entire purchase price shall be paid in cash, subject, however, to Buyer's being able to obtain within _____ days from date hereof a mortgage loan on the Real Estate for not less than \$ _____, If Buyer is unable to obtain such financing within that time, this Agreement shall then terminate and any earnest money deposited hereunder shall be refunded to Buyer without delay. Buyer agrees to make immediate application for such financing. If no financing is subject to discount points Seller agrees to pay such discount points not to exceed \$ _____
C Cash, Subject To Existing Mortgage. Buyer shall pay approximately \$ _____ in cash and assume and agree to pay the unpaid balance of and to perform the provisions of, an existing mortgage on the Real Estate held by _____ as of _____, 19____. Buyer shall begin to pay such unpaid balance by paying the payment due _____, 19____. Transfer fees, if any, required by the mortgages shall be paid by _____.
D Land Contract. Buyer shall pay \$ _____ in cash, upon the execution of a land contract acknowledging payment of that sum and calling for the payment of the remainder of the purchase price in monthly payments of not less than \$ _____ per month, including _____ % interest, computed _____, plus taxes and insurance. The land contracts to be written upon the Allen County Indiana Bar Association form.
- All earnest money paid under this Agreement shall be deducted from any payment required to be paid in at the closing.
- 2. Taxes and Assessments.** Buyer shall assume and pay the taxes upon the Real Estate due and payable in (MAY) 1982, and all subsequent taxes. If the tax rate is not finalized the last rate and value shall be used in this computation. Seller shall pay any assessments or charges upon or applying to the Real Estate for public or municipal improvements or service which on the date of this Agreement are constructed or installed on or about the Real Estate or are serving the Real Estate.
- 3. Possession.** Possession of the Real Estate shall be delivered to Buyer on or before closing _____, Rents, if any, shall be prorated as of the date of closing. Insurance shall be (continued) (cancelled) as of the date of closing. Buyer will pay all charges for utility services furnished the Real Estate until the date possession is delivered.
- 4. Improvements and Fixtures.** This offer includes all improvements and permanent fixtures used in connection with the Real Estate, including but not necessarily limited to electric gas, heating and plumbing fixtures, screens, shades, awnings, shades, venetian blinds, drapery hardware, awnings, attached carpeting, linoleum, radio or television antenna trees, shrubs, flowers, fences, and all improvements _____, If any, now in or on the Real Estate and the same shall be fully paid and free of all liens and encumbrances at the time of closing, unless otherwise specified and agreed by Buyer.
- 5. Use.** Buyer represents that his intended use of the Real Estate requires a zoning classification of R-1, and on the date of closing the Real Estate shall be in a district permitting such use.
- 6. Earnest Money.** As earnest money, Buyer deposits with the Seller's agent named below the sum of \$ 0 _____. Upon acceptance of this offer by Seller, Buyer will deposit with such agent additional earnest money in the sum of \$ 0 _____.
7. Acceptance. If this offer is accepted, it shall constitute an agreement between Buyer and Seller, binding and inuring to the benefit of them and their respective heirs and personal representatives. If, after acceptance, Buyer fails to complete the purchase as agreed, all earnest money shall be forfeited to Seller as liquidated damages and Seller shall have no other remedy at law or in equity.

If this offer is not accepted in writing on or before April 18 _____, 1982, it shall then expire, and all earnest money shall be returned to Buyer without delay.

B. Other Terms:

Seller to protect property until closing. OFFER CONTINGENT ON APPROVAL OF GOVERNING BODY OF THE CITY OF FORT WAYNE.

- 9. Survey.** Seller shall furnish at Seller's expense a certificate of survey of the Real Estate showing the dimensions thereof and the location of all improvements, building lines and easements to the date of hereof. The survey shall include the setting or locating of corner stakes or pins.
- 10. Abstract of Title.** Prior to closing Seller shall furnish at Seller's expense a properly prepared Abstract of Title for the Real Estate, continued to a date after the date of this Agreement, disclosing a marketable title in Seller. Buyer will have the abstract examined by his attorney and will submit a legal opinion thereon without unreasonable delay. Seller will have a reasonable time to meet such requirements, if any, as may be necessary to render marketable his title to the Real Estate according to the Standards of Marketability of Abstracts or Title as adopted by the Allen County Indiana Bar Association.
- 11. Closing.** This transaction shall be closed as soon as title to the Real Estate meets necessary legal requirements and Buyer obtains the necessary financing. If any, as hereinabove provided At closing, Buyer shall make payment of the purchase price as provided in Section 1 above, and Seller shall deliver to Buyer a properly prepared and executed General Warranty Deed or Land Contract, conveying or contracting to convey the Real Estate and all improvements thereon in the same condition they now are, usual wear and tear excepted. The deed shall be accompanied by a Closing Affidavit. Seller shall assume the risk of loss or damage to the Real Estate and all improvements thereon until the delivery of the General Warranty Deed or Land Contract. In the event the Real Estate and all improvements thereon cannot be conveyed or contracted to be conveyed to Buyer in substantially their present condition, usual wear and tear excepted, this Agreement, at Buyer's election, shall not be binding upon Buyer, and earnest money deposited hereunder shall be returned to Buyer without delay.

- 12. Miscellaneous.** Buyer has personally inspected and examined the Real Estate and makes this offer in good faith. All the terms and conditions are stated herein, there being no verbal agreements. Headings are inserted for convenience only and do not constitute a part of this Agreement. Whenever necessary and where the context so requires, the words "Buyer" and "Seller" shall be construed to include their heirs, assigns, personal representatives, executors, administrators, and assigns.

BUYER: Charles Jensen BUYER: _____
ADDRESS: NAOMI JEAN JEFFERSON, DIRECTOR PHONE: Rm. 880 One Main Street
Fort Wayne, IN 46802
219-423-7431

ACCEPTANCE BY SELLER

The undersigned Seller accepts the above offer and agrees with its terms and conditions. Seller also agrees to pay its agent named below a commission of _____, which shall be deducted from the first payment made to Seller. Seller also authorizes its agent to hold all money deposits in escrow until the closing of this transaction.

This acceptance is subject, nevertheless, to the conditions, if any, immediately following:

DATE: 4-23-1982
SELLER: Charles B. Jensen SELLER: _____
ADDRESS: 1220 Colerick St. PHONE: 745-1504

AGENT OF SELLER

As agent for Seller, the undersigned agent acknowledges receipt of earnest money deposited with him in the following amounts and on the dates indicated:

Date	Amount	Agent
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DIGEST SHEET

Admn. Appr. 5676TITLE OF ORDINANCE AppropriationDEPARTMENT REQUESTING ORDINANCE Housing and Neighborhood Development Services
Inc. of Community Development & Planning

SYNOPSIS OF ORDINANCE

EFFECT OF PASSAGE Vacant housing rehabilitated through Homesteading.

This property was appraised at \$ 10,500. by an independant appraiser , and our staff believes this is a good use of funding.

EFFECT OF NON-PASSAGE Housing and Neighborhood Development Services will not purchase this property. Private sector has not found anyone who will rehabilitate this property thus far.

MONEY INVOLVED (Direct Costs, Expenditures, Savings) \$ 7,000.00

ASSIGNED TO COMMITTEE (J.N.)